

(Status: November 1, 2024)

Terms and Conditions (AGB's) Connoisseur Circle

General Terms and Conditions (GTC) for the digital products and print products of Connoisseur Circle Reiseservice GesmbH

(hereafter referred to as CC or publisher)

1040 Vienna, Waaggasse 5 / Stiege 1 / Top 8

1. As by these general terms and conditions, "advertisement order" shall be defined as a contract for the publication of one or more advertisements or special advertising formats placed by an advertiser or another client for the purpose of distribution
2. In case of doubt, advertisements shall be cancelled within one year after conclusion of the contract.
If the right to cancel individual advertisements is granted by the contract, the order shall be processed within one year since the first publication of the advertisement, provided that the first advertisement was cancelled and published as stipulated by the contract
3. Upon conclusion of a contract, the client shall be entitled to cancel further advertisements within the agreed deadline, even they exceed the quantity of advertisements specified in the order.
4. A cancellation fee of 15% of the advertisement value will be charged in the event that orders are withdrawn.

An order can only be cancelled within the agreed advertising deadline

5. Orders for advertisements and third-party inserts that have been commissioned for publication exclusively in specific editions, specific issues, or in specific places in the print publication or digital portfolio must be received by the publisher in such a timely manner that the client can be notified before the advertising deadline if the order cannot be executed in a certain way.
Classified advertisements shall be printed in the relevant section without express agreement
6. Advertisements that are not recognizable as advertisements due to their editorial design shall be clearly identified by the publisher as "advertisements/advertorials/paid inserts".
7. The publisher reserves the right to reject advertising orders - including individual cancellations within the framework of a contract - and insert orders on the grounds of content, origin, or technical format in accordance with uniform, objectively justified principles upheld by the publisher if the content violates laws or official regulations or their publication is unacceptable to the publisher.

This clause shall also apply to orders placed with branch offices, agencies, or representatives. Orders for inserts shall not be binding for the publisher until a sample of the insert has been submitted and approved. Inserts which, due to their format or presentation, give the reader the impression that they are part of the newspaper or magazine, or which contain third-party advertisements, shall not be accepted. The client shall be notified immediately if an order is rejected.

The client guarantees that the content of his or her advertising materials and the links contained therein do not violate press law, competition law, criminal law, data protection law or any other legal provisions, and in particular do not contain radical political content or content and formats that violate the Austrian Prohibition Act or offend other norms of decency or morality, and do not infringe upon the personal rights of third parties.

8. The client further guarantees that he or she is the owner of copyrights, trademark rights, ancillary copyrights, personal rights, and other rights of use that are necessary for the advertising placement. The client also guarantees that he or she owns the documents used for the advertisement and provided to CC (e.g. texts, photos, graphics, files, sound carriers and video tapes etc.). The client also guarantees that he or she has collected any personal data (including photos) lawfully and that the transfer of these to CC is also lawful.
9. CC reserves the right not to carry out advertising activities to which the Austrian Advertising Council has objected. This also includes the immediate cessation of advertising campaigns in process at that particular moment. For this reason, CC may refuse to accept any advertisement orders and may withdraw from orders that have been accepted with legally binding effect.
10. The client shall be responsible for timely digital publication or delivery of the advertising text and error-free printing materials or inserts. The publisher shall immediately request replacements for recognizably unsuitable or damaged printing materials. The publisher guarantees the print quality customary for the publication within the scope of the possibilities of the printing materials, as well as a high-quality digital publication in line with industry standards.
11. If the advertisement is published in a wholly or partially illegible, incorrect, or incomplete form, the client shall be entitled to a reduction in payment or an error-free replacement advertisement, but only to the extent that the purpose of the advertisement has been impaired. If the publisher fails to meet a reasonable deadline set for this purpose or if the replacement advertisement is again not free of errors, the client shall be entitled to a reduction in payment or cancellation of the order.
12. Claims for damages arising from positive breach of contract, culpa in contrahendo and tort are excluded - even if the order is placed by telephone; claims for damages arising from impossibility of performance and delay are limited to compensation for foreseeable damage and to the fee payable for the advertisement or insert in question.
This stipulation shall not apply to intent or gross negligence on the part of the publisher, his or her legal representative, and his or her vicarious agents. Liability of the publisher for damage due to the absence of warranted characteristics shall remain unaffected. In commercial business transactions, the publisher shall also not be liable for gross negligence on the part of

vicarious agents; in other cases, the liability for gross negligence vis-à-vis merchants shall be limited in scope to the foreseeable damage up to the amount of the advertisement fee in question. Except in the case of non-obvious defects, complaints must be made within four weeks of invoice and copy receipt.

13. CC reserves the right to change, discontinue, or restrict its services - also to certain user groups - without prior notice.
14. The client acknowledges that, with the exception of clauses 10 and 11 of the GTC, CC is not liable or does not give any warranty, in particular for damage resulting from the use of the services and the programs offered for download - as far as legally permissible. Furthermore, both the client or third parties shall not be entitled to any damages arising from the use or even the unavailability of CC's services.
15. In particular, CC shall not assume any liability for virus infection and other harmful programs such as spyware, trojans and similar programs. CC recommends that the user installs suitable protection programs, in particular virus protection software, and regularly updates all programs of this kind.
16. Proofs shall only be supplied upon express request. The client shall be responsible for the correctness of the returned proofs. The publisher shall take into account any corrections of errors that have been communicated to him or her in writing within the deadline agreed upon when the proof was sent.
17. If the client does not make any advance payment, the invoice will be sent to the client immediately, but preferably 14 days after the publication of the advertisement in a digital or print format. The invoice shall be paid within the deadline indicated in the price list, starting from the receipt of the invoice, unless a different payment deadline or advance payment has been agreed upon on a case-to-case basis. Any discounts for early payment shall be granted according to the stipulations of the price list.

18. In the event of default or deferral of payment, an 8% interest rate above the respective valid base interest rate of the Austrian National Bank as well as collection costs shall be applied. In the event of default on payment, the publisher may defer further execution of the order in process at the time until payment has been made. The publisher shall also be entitled to demand advance payment for any remaining advertisements. In the event of reasonable doubt as to the solvency of the client, the publisher shall be entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent on the advance payment of the amount and on the settlement of outstanding invoice amounts, irrespective of any originally agreed term of payment.
19. The publisher shall supply a copy of the advertisement (e.g. print issue of the magazine) with the invoice on request. Depending on the type and scope of the advertisement order, advertisement clippings, advertisement pages, or complete issues of the magazine or newsletter will be supplied.
20. The client shall be responsible for all costs arising from the production of printing materials as well as for significant changes to originally agreed designs.
21. If there are no special size requirements, the calculation shall be based on the actual print height customary for the individual type of advertisement.
22. Printing materials will only be returned to the client upon special request. The obligation to retain these materials shall end three months after expiry of the order.
23. In the case of a contract concluded for several advertisements, a reduction in circulation may give rise to a claim for price reduction if the individual circulations of the issues fall short of the average paid circulation. A reduction in the number of copies sold - online and offline - shall only entitle the client to a price reduction if and as long as it exceeds 20 from H of a circulation of up to 50,000 copies, 15 from H of a circulation of up to 100,000 copies, 10 from H of a circulation of up to 500,000 copies, and 5 from H of a circulation of over 500,000 copies. This stipulation shall also apply mutatis mutandis to individual placements.

If any contractually agreed volume of services for a client cannot be provided by CC within the agreed time period, CC shall be entitled and obligated to add the outstanding volume of services following the order in question or following a new order already validly booked by the client, at CC's discretion to its product portfolio within a reasonable period of time. The difference in agreed performance volume shall be credited to the client in the event of a shortfall in the performance of reader contacts. Further claims shall not be subject to this clause.

24. Unforeseeable events such as pandemics, natural disasters, etc., or changes in distribution logistics may necessitate a change in the regular distribution and marketing operations.

25. The place of performance is the registered office of the publisher. The place of jurisdiction is the registered office of the publisher. If claims of the publisher are not asserted in collection procedures, the place of jurisdiction for non-merchants shall be determined by their place of residence. If the place of residence or habitual abode of the client is unknown at the time the action is brought or if the client has changed his or her place of residence or habitual abode outside the area of application of the law after conclusion of the contract, the place of jurisdiction shall be the registered office of the publisher.